

AGREEMENT BETWEEN  
TOWNSHIP OF LONG BEACH  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO  
COUNCIL 71, LOCAL 3304-I

Effective: January 1, 2014 to December 31, 2016

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## **Article I. RECOGNITION**

The employer hereby recognizes AFSCME Council 71 as the exclusive representative for all Police Clerical Workers and Police Dispatchers in for the Police Department in Township of Long Beach, New Jersey.

## **Article II.        GRIEVANCE PROCEDURE**

**Section 1:** To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement only, the following procedures shall be followed:

**STEP 1** A member with a grievance shall first discuss it with his/her immediate supervisor, either directly or through AFSCME's designated representative, for the purpose of resolving the matter informally.

**STEP 2** If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within (5) working days after presentation of this grievance at Step 1, he may file a written grievance with the Chief of Police or, in his/her absence, a representative designated by him/her. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance, between the Chief of Police or his/her designated representative and the aggrieved party. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after the holding of such meeting. The grievance shall be filed within fifteen (15) working days of the aggrieved party Step 1 complaint.

**STEP 3** If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 2, or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step 2, the matter may be referred by AFSCME, by its designated representative, to the Commissioner in charge of Public Safety. A meeting on the grievance shall be held within a reasonable time between AFSCME and the Commissioner in charge of Public Safety at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Commissioner in charge of Public Safety shall render a final written decision within fifteen (15) days of the date of the meeting. The grievance shall be filed within twenty (20) working days of the filing of the Step 2 grievance.

STEP 4 In the event that the aggrieved person is not satisfied with the decision of the Commissioner in charge of Public Safety, AFSCME, if AFSCME on his/her behalf determines that the grievance is meritorious, has fifteen (15) calendar days in which to request arbitration. The aggrieved shall be limited in arbitration to matter raised by the aggrieved or AFSCME within Steps 1 and 2 of the grievance procedure unless otherwise agreed by the parties in writing (on a case by case basis).

The Arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission (P.E.R.C.).

The Arbitrator's decision shall be in writing and shall be issued no later than forty-five (45) calendar days after the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's finding of fact, reasons and conclusions on the issue or issues submitted, or as required by law.

The costs of the services of the Arbitrator shall be borne by the losing party. All other expenses incidental to and arising out of the Arbitration shall be paid by the party incurring same.

The decision of the Arbitrator shall be binding on all parties.

A grievance affecting a group of employees under Article I may, and, in order to proceed to arbitration must, be submitted by the union on behalf of said group no later than Step 3 of the grievance procedure.

The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual written agreement between the parties.

A grievance must be presented at Step 1 within thirty (30) days from the date of occurrence of the facts that give rise to the grievance. If it is not presented within the aforesaid time period, it shall be deemed waived by the party and AFSCME.

Any employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and state its view at all stages of the grievance procedure.

Disciplinary proceedings shall not be subject to the grievance procedure herein contained but shall be subject to New Jersey Civil Service statutes and regulations.

## **Article III.      MEMBER'S RIGHTS**

**Section 1:** There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by AFSCME because of membership or activity in AFSCME. AFSCME or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor AFSCME shall discriminate against any employee because of race, creed, color, age, sex, national origin or any other class protected by law.

**Section 2:** Collective Rights- The Township hereby agrees that every employee of the Township shall have the right freely to organize, join and support AFSCME.

B.      Just Cause Provision- No member shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his/her professional service without just cause.

C.      Required Meetings or Hearings- Whenever any member is required to appear before the Township governing body concerning any matter which could adversely affect the continuation of that member in his/her office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of AFSCME present to advise him and represent him during such meeting or interview should s/he so desire.

D.      Criticism of Employees- Any questions or criticism prior to filing written charges, by a Supervisor, Administrator, Township Commissioner, or any person, of an employee or his/her methodology shall be made in confidence and not in the presence of other Township employees, or public gatherings of the town. All complaints shall be brought promptly to the attention of the employee as so as to allow the employee the opportunity to respond to the complaint.

E.      Record of Accumulated Leave: The Township shall maintain a monthly record of all leave time accumulated by each employee represented by AFSCME. This record shall be

made available to the employee at his/her request and shall include a record of accumulated sick time, vacation time and any other leave time accumulated by the employee.

## **Article IV.      SHIFT DIFFERENTIAL**

A.      The Township recognizes the fact that shift work may create a hardship for an employee and that the employee should be compensated.

B.      When the Chief of Police or his/her designee establishes eight (8) hour shifts for Dispatchers:

- a. Dispatchers assigned to a steady 3:00 PM to 11:00 PM shift shall receive a three (3%) percent shift differential.
- b. Dispatchers assigned to a steady 11:00 PM to 7:00 AM shift shall receive a five (5%) percent shift differential.

C.      When the Chief of Police or his/her designee establishes twelve (12) hour shifts for Dispatchers:

- a. Dispatchers assigned to a steady 7:00 AM to 7:00 PM shift shall receive a one (1%) percent shift differential.
- b. Dispatchers assigned to a steady 7:00 PM to 7:00 AM shift shall receive a four and one-half (4.5%) percent shift differential.

D.      The Chief of Police or his/her designee retains the right to establish in his/her discretion shifts, shift assignments, hours within a shift and all other or related scheduling issues.

E.      Shift differential will be added to the employee's base rate of pay. The shift differential record shall be validated by the Chief of Police or his/her designee.

## **Article V. ANNUAL STIPEND & PAY**

Pursuant to the 2011-2013 collective bargaining agreement among the parties, Longevity Pay was permanently eliminated and rolled into base pay as a result of various bargained-for exchanges contained within that contract including but not limited to compensation.

If the Chief, in his or her discretion, assigns the additional duties described within Schedule B, the assigned employee shall receive an annual stipend in the amount indicated which will be pro-rated over the course of the calendar year. The employee must be regularly assigned and routinely perform the additional duties for the entire year to receive the entire annual stipend amount. If the employee ceases to be assigned or perform the additional duties for any reason, the employee shall no longer receive the stipend. Nothing herein shall require the Chief or the Township to assign the additional duties described above nor limit the ability to reassign any or all of the duties described to individuals within or outside of the bargaining unit.

Employees are compensated on an hourly basis. Annualized pay amounts are based on the assumption the employee works the required shifts/hours assigned to that employee for the entire calendar year.

## **Article VI.      DUES CHECK OFF AND AGENCY SHOP**

The Township will deduct the monthly AFSCME dues from each employee who furnishes the Township a written authorization for such deduction in a form acceptable to the Township. Funds so deducted shall be paid over to AFSCME on a monthly basis within thirty (30) days of the end of the month, together with a statement showing from whom the dues were collected and the amounts thereof.

An Agency shop provision, pursuant to the New Jersey Statutes, requiring the eighty-five (85%) percent dues assessment, shall be made part of this Agreement. The union shall hold harmless the Township from any and all claims arising out of this Article. The monies deducted shall be sent to AFSCME in the same manner as union dues.

## **Article VII.      COLLEGE INCENTIVE PROGRAM**

The Township agrees that the amount and quality of any employee's education often determines the value of his/her contribution to the community and the degree of proficiency with which he/she performs his/her duties. In order to provide an incentive to encourage the employees to achieve the advantage of higher education, the Township agrees that each employee who receives academic credits for study in any institution of collegiate level which offers a college curriculum leading to or accreditable toward an undergraduate baccalaureate, associate or (graduate) degree in law enforcement or other related curriculum shall be paid in a college incentive program compensation at the rate of \$10.00 per credit per annum as additional compensation. Such additional compensation will be paid only for credits up to and including the baccalaureate degree. Such additional college incentive program compensation shall be added to and become part of the employee's annual salary, commencing the pay period next following production of evidence of proof of completion of said credits or degree.

The Township shall allow the employees to attend college off duty and will fund both tuition and book fees, keeping a running account of these expenses. There will be no limit to the number of employees attending college at any given time. For as long as there is a balance due in the account of the expenses funded by the Township to the employee, any monies which would have otherwise been paid to the employee pursuant to the college incentive program compensation set forth above will instead be retained by the Township to reimburse it for the expenses paid by the Township for the officer's college credits.

Upon graduation and the awarding of a degree, the college incentive program compensation shall continue to be paid to the Township until the Township is completely reimbursed for the expense of the employee's education. This procedure shall only apply to those employees pursuing a degree in law enforcement and other related curriculum.

## **Article VIII.    HOURS OF WORK, OVERTIME** **& CALL IN TIME**

The employees shall be paid time and one-half of hourly wage when required to perform duties which take time in excess of their normal work schedule or for work performed in excess of their regular scheduled work time as established in the sole discretion of the Chief of Police or his/her designee, all in accordance with the law in such case made and provided. Paid overtime shall be paid for regular duties as well as for classes and meetings but shall not be paid when the employee is in regularly scheduled training programs outside the limits of Long Beach Township. Such overtime shall be paid to each employee by separate payment on the payday next following the pay period on which the overtime pay was accrued. At the option of the employee, compensatory time in lieu of overtime may be taken. If compensatory time off is taken it shall be at the same rate as overtime (time and one-half) as per the FLSA Act. Compensatory time must be used, or it will be scheduled by the Chief of Police or his designee for use, within twelve (12) months of accrual.

Overtime work, when necessary, shall first be offered to regular members on an equitable and rotating basis, commencing with the senior employee.

Where the work schedule is required to be changed or amended as the need may arise, the work schedule, that is to say the work schedule for the entire department, shall not be changed nor modified without 45 days advance notice in writing to the members of the department. The guidelines for the work schedule may be changed immediately in cases of emergency in accordance with the New Jersey Statutes and the New Jersey Administrative Code.

## **Article IX.      VACATIONS**

The Township's vacation plan shall be set forth below:

- A.      During the first year of service, 8 hours for each month of complete services.

After one year,	120 hours
After three years,	128 hours
After six years,	136 hours
After nine years,	144 hours
After twelve years,	152 hours
After fifteen years,	160 hours
After eighteen years,	176 hours
After twenty years,	192 hours

- B.      The annual vacation allowance for all employees shall be determined as of January 1st of any year. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

- C.      Employees who wish may carry their earned vacation from the year before into the following year. Such earned vacation may not be carried more than one year.

- D.      Peak Time Scheduling: It is recognized that the summer months of employment are the peak work time of the Township. During this period of time, vacations shall be scheduled with the approval of the Chief and employee's immediate supervisor in such a fashion so that the Department shall have sufficient employees available to perform its functions.

- E.      Employees shall be entitled to take a total of twenty-four (24) hours of vacation time during the months of July and August. Vacation time approval is subject to authorization of the Chief of Police pursuant to subsections J through M hereof.

## **Article X. PERSONAL LEAVE**

Each employee shall be eligible for thirty-six (36) hours of personal leave for twelve (12) hour shifts or thirty-two (32) hours of personal leave for eight (8) hour shifts, which may be used for personal business, with the permission of their immediate supervisor. Personal leave time shall not be accumulated. An employee shall notify his/her supervisor not less than four (4) hours before his/her scheduled shift. If the shift is not short any member, the leave shall be granted. If an employee requests personal time with less than four (4) hours advance notice, it may be granted by the Chief, Captain, Lieutenant, or Sergeant if the shift is not short any member. The grant or denial of such short requested leave time shall be in the sole discretion of the Chief, Captain or Lieutenant to whom the request may be made, however, all best efforts shall be made by the Chief, Captain and Lieutenant to accommodate such late request. If the employee makes the request for the personal day leave forty-eight (48) hours before the shift is to begin, then the supervisor shall obtain a replacement in advance and the leave will not be denied unless an emergency situation exists. The Chief of Police shall make the determination of what constitutes an "emergency situation". No more than one personal day per shift on a first come first served basis shall be permitted.

## **Article XI.      SICK LEAVE**

A.      Sick leave shall accumulate at the rate of ten (10) hours per month in the first year of service, commencing on the first month or major portion thereof from the date of hire. It is assumed the employee shall remain in the service of the Township for the remainder of the calendar year and the total amount of sick leave, pro-rated, shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year with an additional one hundred and twenty (120) hours credited to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by the Township employment for which the employee has a claim for workmen's compensation shall not be charged to sick leave.

B.      Any member of this bargaining unit who retires under the Public Employees Retirement System shall also be eligible to receive payment for fifty percent (50%) of the number of earned but unused sick leave days to a maximum payment of fifteen thousand (\$15,000.00) dollars. This payment may be taken in a lump sum or in two or three equal annual installments. Employees retiring with thirty-one (31) or more years of service who commenced service with the Township prior to May 21, 2010, are entitled to an additional payment of six thousand dollars (\$6,000.00) calculated on the same fifty (50%) percent basis making the payment a grand total of twenty-one thousand (\$21,000.00) dollars. The maximum amount paid for unused sick leave to an employee who commenced service to the Township on or after May 21, 2010, shall be \$15,000. Provided, however, that total maximum payment amount shall be reduced by the actual value of all sick leave used by that employee, at the daily rate paid to the employee, during the 12 month period preceding the employee's effective retirement date except that it will not effect the employee's ability to remain absent from work subject to medical documentation required by the Township and, if requested by the Township, a final binding independent medical review that shall be paid for by the Township. Unused sick time shall be paid within sixty (60) days of retirement, unless mutually agreed upon by both the retiree and the Township to defer or expedite payment.

C.      Any employee eligible to retire in a calendar year shall notify the Township in writing through the Chief of Police or the designee of the Chief of Police, no later than January

15th of that year, but in no event less than thirty (30) days prior to the planned retirement date or eligibility date of the intent to retire. Failure by the employee to make timely notice to the Township shall provide the Township with the sole option to defer making this payment until the next calendar year.

D. Work loss due to injury or illness possibly arising out of the course of employment shall not be chargeable to sick leave until and unless the employee's worker's compensation claim is denied.

E. Maternity Leave: Female employees shall be entitled to utilize sick leave and/or disability leave provided by this Agreement or law in connection with any illness, injury or disability arising from pregnancy, including the period of disability following the birth of a child. At a minimum, the employee shall be entitled to utilize disability leave for the period often (10) weeks prior to the due date of the birth of a child, and for six (6) weeks following the birth of the child. Such disability leave shall not be available to an employee for the normal care of an infant; though sick leave as provided in Paragraph A will be available for illness of the infant. Sick leave shall also be available to male or female employees for the care of family members, resulting from the pregnancy, including the birth of a child in the same manner as such sick leave would be available to an employee for any other family member. A female employee shall notify the Chief of Police in writing as soon as she receives confirmation of her pregnancy from a doctor. The employee shall be permitted to work, so long as such work is permitted by her doctor. The Department shall have the right to request a note confirming the doctor's opinion that the employee is able to continue to perform her duties. The notes from a doctor shall be a physician of the employee's own choosing. However, the Township reserves the right to have the Township physician consult with the employee's physician for the purpose of determining whether the employee shall be approved for duty. The information obtained from such a consultation shall be shared with the Chief of Police and the Township in a manner limited to providing only that information necessary to advise the Township of the employee's availability for duty and the nature of that duty.

F. All discretionary or permissive language contained within the Family Medical Leave Act ("FMLA"), the New Jersey Family Leave Act ("NJFLA"), the New Jersey Security and Financial Empowerment Act ("NJ SAFE") and regulations promulgated pursuant to those statutes shall be a management prerogative.

## **Article XII.      HOLIDAYS**

The following list of days shall constitute the paid holiday schedule for the turn of this Agreement:

New Years Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

Holiday pay shall be at time and one half rate. Holidays shall be paid based on an eight (8) hour day regardless of the number of regularly scheduled shift hours within a day.

The Township and the Union agree to recognize as holidays such additional days as shall be designated for all employees of the Township of Long Beach as set forth in the appropriate Ordinance or Resolution adopted by the Township for such purpose.

Employees of the Police Department shall receive time off (compensatory time) in a manner commensurate with other Township employees for regular working days wherein the Township offices closed for other Township employees.

Holiday pay will be included in the employee's base rate of pay beginning the year 2001.

Any member who works the Friday following Thanksgiving, shall receive four hours compensatory time. Said compensatory time must be utilized between the Saturday following the Friday after the Thanksgiving in which it was earned, and the Wednesday prior to the next calendar Thanksgiving. (EXAMPLE) an employee who works on the Friday after Thanksgiving 2007, shall receive four hours compensatory time, which must be used between that Saturday after Thanksgiving 2007 and the Wednesday immediately prior to Thanksgiving 2008.

## **Article XIII.      BEREAVEMENT LEAVE**

### **Section 1:**

Bereavement leave of forty (40) hours per death of an immediate relative of an Employee shall be granted, provided the decedent is a spouse, civil union or domestic partner, mother, father, grandmother, grandfather, sister, brother, child, stepchild, adopted child, granddaughter, grandson; the mother, father, sister, brother, child, stepchild, adopted child, granddaughter, grandson, grandmother or grandfather of a spouse, civil union or domestic partner.

Bereavement leave of sixteen (16) hours per death of a relative of employees shall be granted for an aunt, uncle, great-grandmother, great-grandfather, brother-in-law, sister-in-law; the aunt, uncle, great-grandmother, great-grandfather, brother-in-law, son-in-law or daughter-in-law of a spouse, civil union or domestic partner.

Bereavement leave of eight (8) hours per death of a niece or nephew of the employee or a spouse, civil union or domestic partner.

Such bereavement leave is with pay and is not chargeable against vacation, personal or sick leave time. Where a common disaster results in the death of more than one such relative within forty-eight (48) hours, no more than eighty (80) hours bereavement leave shall be granted.

### **Section 2:**

A. An employee whose spouse, civil union or domestic partner, or child dies is to be given an additional one hundred and twenty (120) hours bereavement leave before she/he must report back to duty, which time shall not be deducted from his/her vacation, sick or personal days.

B. In the event of the death of a member of an employee's family while said employee is on vacation or holiday leave, said employee shall be entitled to funeral leave as it is authorized by this Agreement and such leave shall not reduce an employee's vacation rights granted by this Agreement. The employee in mutual agreement with the Chief of Police in such cases shall be required to reschedule his/her unused vacation time in the same calendar year.

C. Exceptions to these time limitation may be made by the Chief of Police upon timely notification by the employee, when the deceased is buried in another state and employee will be unable to return for duty and adhere to the time limitations stated in A and B above.

D. All bereavement leave shall be taken in full shift increments based upon the number of hours within a regularly scheduled shift.

## **Article XIV.    ESTATE BENEFIT**

A.       In the event of the death of an employee, whether on or off duty, his/her survivors will be paid for the employee's accrued but unused vacation days, holidays, personal days, as well as earned but unpaid compensatory time and salary. All paid time off or other benefits shall be prorated. All the above should be paid to the employee's survivor(s) within thirty (30) days, but in no event later than sixty (60) days from the date of death of said employee.

B.       The Township agrees to be responsible for the cost of all burial expenses for an employee who is killed while on duty to a maximum of \$10,000.00.

## **Article XV.      UNIFORMS**

The uniform supply policy of the Township shall be as follows:

A.      Uniformed employees shall be provided their uniforms and equipment required, which uniform and equipment shall be replaced as required and as approved by the Chief.

B.      Uniforms shall be cleaned at the expense of the Township by delivery to dry cleaning establishments designated by the Department.

C.      Each secretary and dispatcher upon date of hire shall receive the following uniform allotment:

Three (3) Class I long sleeve shirts	Three (3) Class I short sleeve shirts
Three (3) pants	One (1) long sleeve sweater
Two (2) long sleeve turtle neck shirts	One (1) belt
One (1) pair of shoes	One(1) on-duty badge
Two (2) name tags	Three (3) ties

## **Article XVI. MEDICAL EXAMINATION AND BENEFITS**

A. Each employee shall be entitled to a medical examination by the medical officer employed by the Township once a year, such examination to include X- rays and blood tests. The physicals will be conducted by either Ocean Medical or Island Medical, at the employee's discretion. A copy of the medical report from the physician shall be delivered to each member.

B. The Township recognizes that police employees, as a result of the nature of their duties, are subject to physical and emotional demands which frequently cause medical problems. Accordingly, heart attacks, strokes, coronary problems and nervous disorders are considered job related injuries for the purpose of worker's compensation claims and other medical benefits.

C. The following prescription co-pays shall apply for employees: \$5.00 for generic prescriptions, \$10.00 for name brand prescriptions and \$15.00 for mail-in prescriptions. All increases in co-pays or contributions required by the New Jersey State Health Benefits Plan, of which the Township of Long Beach is a member and the AFSCME has agreed to said membership, shall become effective and incorporated into this agreement upon the effective date of the enabling regulation, statute or other rule of the State Health Benefits Plan or the State of New Jersey. Medical and prescription drug benefits coverage shall be subject to the employee premium sharing schedules and provisions described below.

D. The contribution to be paid by employees for medical and prescription drug benefits coverage for the employee and any dependent shall be either 1.5% of their base salary or according to the applicable percentage rate detailed below, whichever contribution amount is greater:

2. For family coverage or its equivalent, an employee who earns:

- a. less than \$25,000 shall pay 3 percent of the cost of coverage;
- b. \$25,000 or more but less than \$30,000 shall pay 4% of the cost of coverage;
- c. \$30,000 or more but less than \$35,000 shall pay 5% of the cost of coverage;

- d. \$35,000 or more but less than \$40,000 shall pay 6% of the cost of coverage;
- e. \$40,000 or more but less than \$45,000 shall pay 7% of the cost of coverage;
- f. \$45,000 or more but less than \$50,000 shall pay 9% of the cost of coverage;
- g. \$50,000 or more but less than \$55,000 shall pay 12% of the cost of coverage;
- h. \$55,000 or more but less than \$60,000 shall pay 14% of the cost of coverage;
- i. \$60,000 or more but less than \$65,000 shall pay 17% of the cost of coverage;
- j. \$65,000 or more but less than \$70,000 shall pay 19% of the cost of coverage;
- k. \$70,000 or more but less than \$75,000 shall pay 22% of the cost of coverage;
- l. \$75,000 or more but less than \$80,000 shall pay 23% of the cost of coverage;
- m. \$80,000 or more but less than \$85,000 shall pay 24% of the cost of coverage;
- n. \$85,000 or more but less than \$90,000 shall pay 26% of the cost of coverage;
- o. \$90,000 or more but less than \$95,000 shall pay 28% of the cost of coverage;
- p. \$95,000 or more or but less than \$100,000 shall pay 29% of the cost of coverage;
- q. \$100,000 or more or but less than \$110,000 shall pay 32% of the cost of coverage;
- r. \$110,000 or more shall pay 35% of the cost of coverage;

3. For individual coverage or its equivalent, an employee who earns:

- a. less than \$20,000 shall pay 4.5% of the cost of coverage;
- b. \$20,000 or more but less than \$25,000 shall pay 5.5% of the cost of coverage;
- c. \$25,000 or more but less than \$30,000 shall pay 7.5% of the cost of coverage;
- d. \$30,000 or more but less than \$35,000 shall pay 10% of the cost of coverage;
- e. \$35,000 or more but less than \$40,000 shall pay 11% of the cost of coverage;
- f. \$40,000 or more but less than \$45,000 shall pay 12% of the cost of coverage;
- g. \$45,000 or more but less than \$50,000 shall pay 14% of the cost of coverage;
- h. \$50,000 or more but less than \$55,000 shall pay 20% of the cost of coverage;
- i. \$55,000 or more but less than \$60,000 shall pay 23% of the cost of coverage;
- j. \$60,000 or more but less than \$65,000 shall pay 27% of the cost of coverage;
- k. \$65,000 or more but less than \$70,000 shall pay 29% of the cost of coverage;
- l. \$70,000 or more but less than \$75,000 shall pay 32% of the cost of coverage;

- m. \$75,000 or more but less than \$80,000 shall pay 33% of the cost of coverage;
  - n. \$80,000 or more but less than \$95,000 shall pay 34% of the cost of coverage;
  - o. \$95,000 or more shall pay 35% of the cost of coverage;
4. For a member with child or spouse coverage or its equivalent, an employee who earns:
- a. less than \$25,000 shall pay 3.5% of the cost of coverage;
  - b. \$25,000 or more but less than \$30,000 shall pay 4.5% of the cost of coverage;
  - c. \$30,000 or more but less than \$35,000 shall pay 6% of the cost of coverage;
  - d. \$35,000 or more but less than \$40,000 shall pay 7% of the cost of coverage;
  - e. \$40,000 or more but less than \$45,000 shall pay 8% of the cost of coverage;
  - f. \$45,000 or more but less than \$50,000 shall pay 10% of the cost of coverage;
  - g. \$50,000 or more but less than \$55,000 shall pay 15% of the cost of coverage;
  - h. \$55,000 or more but less than \$60,000 shall pay 17% of the cost of coverage;
  - i. \$60,000 or more but less than \$65,000 shall pay 21% of the cost of coverage;
  - j. \$65,000 or more but less than \$70,000 shall pay 23% of the cost of coverage;
  - k. \$70,000 or more but less than \$75,000 shall pay 26% of the cost of coverage;
  - l. \$75,000 or more but less than \$80,000 shall pay 27% of the cost of coverage;
  - m. \$80,000 or more but less than \$85,000 shall pay 28% of the cost of coverage;
  - n. \$85,000 or more but less than \$100,000 shall pay 30% of the cost of coverage;
  - o. \$100,000 or more shall pay 35% of the cost of coverage.

Base salary shall be used to determine what an employee earns for the purposes of this Article and shall mean pensionable salary.

“Cost of coverage” means the premium or periodic charges for benefits.

Employee contributions shall be made by way of withholding of the contribution from the employee's pay, salary, or other compensation. Withholdings shall be made by way of equal payroll deductions, to the extent possible, in accordance with the Township's customary payroll practices unless otherwise required by law.

E. Any employee covered by the bargaining agreement shall receive medical insurance and benefits upon retirement after twenty five (25) years of service with Long Beach Township. The Township shall provide retiree benefits as made available under the State Health Benefits Plan. Only those employees with twenty (20) or more years of creditable service in a State administered pension system earned or recognized by the State as effective as of June 27, 2011, who also meet the above twenty-five (25) years of service requirement at the time of retirement, shall be exempt during retirement from the contribution schedule contained within Section E of this Article and contribute only 1.5% of their monthly retirement allowance in an amount determined by applying the amount of their annual retirement allowance and any future cost of living adjustment thereto. All other employees who meet the above twenty-five (25) years of service requirement shall contribute, through the withholding of the required contribution from their monthly retirement allowance in an amount determined by applying the amount of their annual retirement allowance and any future cost of living adjustment thereto to contribution requirements contained within Section D of this Article.

F. The Township shall establish a Section 125 Flexible Spending Account plan ("FSA Plan") pursuant to Federal and State legal requirements which employees may elect to participate through employee contributions made via equal payroll deductions in accordance with the Township's customary payroll practices and the FSA Plan.

## **Article XVII. LEGAL AID**

The employer will provide legal aid to all personnel covered by this Agreement, pursuant to the provisions of existing statutes, while acting in his/her capacity as a member of the Department. Legal Aid shall not be provided when the member is defending a disciplinary action taken by the Employer and the finding is adverse to the member.

The Township shall not allow anyone, with the exception of the Governing Body members, Township Attorney (while on official business), Chief of Police, or his/her designee, or the individual designated by the Township as responsible for Personnel matters to read, review, have a copy of or in any way peruse any employee's personnel file, which is kept by the Police Department of the Township.

Unsubstantiated or unfounded complaints or any information in regard thereto, shall not become a permanent part of any employee's official personnel file.

## **Article XVIII. MANAGEMENT RIGHTS**

The Union recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject to such limitations as are specifically provided in this Agreement only. The use of the work schedule shall not be construed as a waiver of the Employer to decide on the "shift" of all employees. It is agreed that decisions on shifts are solely reserved to the Employer. This Agreement is subject to existing rules and regulations. The Chief may not, under power granted to him/her by virtue of his/her office, modify the terms of this Agreement. Any member of the Department against whom a disciplinary proceeding is to be brought, shall be notified in writing of the charges to be levied.

All discretionary or permissive language contained within the Family Medical Leave Act ("FMLA"), the New Jersey Family Leave Act ("NJFLA"), the New Jersey Security and Financial Empowerment Act ("NJ SAFE") and regulations promulgated pursuant to those statutes shall be a management prerogative except that employees covered by this contract shall continue to accrue paid time off and seniority while on FMLA and/or NJFLA leave.

## **Article XIX. SALARIES**

A. The starting rate of pay for a Public Safety Telecommunicator Trainee shall be \$26,300.00, and said amount shall remain constant throughout the term of this contract.

B. **Salary increases**

- i. All members covered by this Collective Bargaining Agreement who are employed by the Township as of the date this Agreement is executed shall receive a salary increase as follows:

2014: 2% increase;    2015: 1% increase;    2016: 2%
- ii. For calendar year 2014, a one (1) time base pay adjustment of one thousand five hundred (\$1,500.00) dollars to annual pay shall be provided solely to the following employees:, James Gesicki, Linda Laviola and Richard Reynolds. Nothing contained herein shall establish a past practice or precedent and the Union specifically waives any right to raise this adjustment and it shall not be introduced in any grievance, arbitration, governmental agency matter, or other court proceeding, except to enforce its express terms.
- iii. Employees are compensated on an hourly basis in accordance with Section F of this Article.

C. **Matron Duties**- It is agreed by and between the parties that any member of the Bargaining Unit who agrees to take on and perform the duties associated with the "Matron" position shall receive an adjustment of \$.25 per hour in addition to the salary increase set forth above under Section B. It is expressly agreed and understood that once an employee agrees to take on the matron duties/responsibilities and receives the said additional compensation per hour during a calendar year, said employee must continue to perform the matron duties, and at any time said employee refuses to perform matron duties/responsibilities, his/her salary during the time at which he/she refuses to perform said duties will be recalculated based solely upon having received the salary increase set forth above under Section B. BY WAY OF EXAMPLE, based on their 2010 salary the 1% increase will be used for 2011 as though they had never agreed to

perform matron duties/responsibilities. Further, it is expressly understood and agreed between the parties that any such member of AFSCME who wishes to take on the matron duties/responsibilities and receive the \$.25 per hour adjustment in their salary must notify the Chief of Police and/or his/her designee within ten (10) days from the execution of this Agreement. It is further agreed between the parties that the Township will provide the appropriate and necessary training and qualification requirements in order for any person governed by the Collective Bargaining Agreement who wishes to receive the \$.25 per hour adjustment and perform the duties/responsibilities of a matron. Moreover, any employee assumes matron duties/responsibilities as set forth herein, shall be required and responsible to perform those duties at all times in accordance with all applicable rules, regulations and orders of the department and any other applicable state agency, and shall be responsible to perform in accordance therewith.

D. **Promotions:** Any employee who is promoted during the term of this contract to a title which is higher or considered a promotion under the Department of Personnel Rules and Regulations, shall receive a salary adjustment equal to 5% above his/her then existing salary in the lower title.

E. **Twelve (12) Hour Shifts:** During the implementation of twelve (12) hour shifts, each employee's annualized salary based upon the previously established eight (8) hour shift shall be adjusted on a pro-rata basis which will take into account overtime attendant a rotating twelve (12) hour shift schedule in order to arrive at an annualized rate of pay inclusive of all overtime compensation attendant the rotating twelve (12) hour shifts. All other overtime required under the terms of this Agreement shall be compensated pursuant to its terms based upon the eight (8) hour shift schedule rate. A return to eight (8) hour shifts shall result in a pro-rata reduction of the employee's annualized rate of pay based upon the decreased number of scheduled hours within a calendar year and lack of overtime attendant an eight (8) hour shift schedule as opposed to a rotating twelve (12) hour shift schedule.

F. **Annualized Pay:** Employees are compensated on an hourly basis. Annualized pay amounts are based on the assumption the employee works the required shifts/hours assigned to that employee for the entire calendar year.

## **Article XX.      SAVINGS CLAUSE**

In the event that any federal or state legislation or government regulation, including Internal Revenue Service, or Court decision, causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so validated shall remain in full force and effect, and the parties shall comply and renegotiate concerning any such invalidated provisions.

## **Article XXI. FULLY BARGAINED AGREEMENT**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.

E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral and written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Union, for the life of this Agreement, hereby waives any rights to request or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

## **Article XXII. UNION BUSINESS/LEAVE**

AFSCME will be entitled to a total of five (5) days per calendar year, which may utilized by the President, Shop Steward or other person who if officially recognized by AFSCME, for the sole purpose of conducting of official union business and activities, including attendance at any AFSCME state, county or local meetings. Said leave will be approved on the condition that the leave be needed for official union business and the request be made by the Council 71 business administrator or other appropriate state officer. Further, the five days granted per year for union leave shall be the total amount of leave given to AFSCME members, and shall not accumulate from year to year. (EXAMPLE) one member may use all five days during the calendar year, or three members may use one day with a fourth member using the two days.

## **Article XXIII. TERMINATION AND EXTENSION**

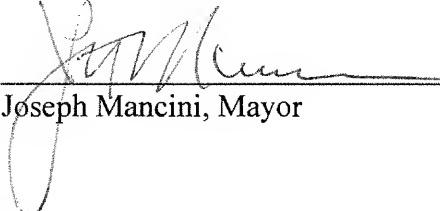
A. This Agreement shall be effective January 1, 2014 through December 31, 2016. Nothing contained herein shall be misconstrued as extending this Agreement beyond its stated expiration date of December 31, 2016.

B. Negotiations for a successor Agreement shall commence in accordance with N.J.A.C. 19:12-2.1. This Agreement will remain in full force and effect during the period of such negotiations.

ATTEST:

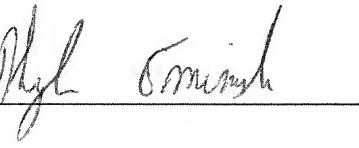
By:   
Lynda Wells, Municipal Clerk

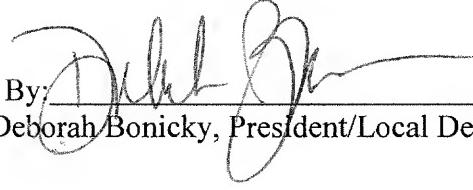
TOWNSHIP OF LONG BEACH

By:   
Joseph Mancini, Mayor

ATTEST:

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO COUNCIL 71, LOCAL 3304-I

By: 

By:   
Deborah Bonicky, President/Local Delegate

ATTEST:

BY: 

DISTRICT COUNCIL 71 REPRESENTATIVE  
Mattie Harrell  
International Vice President-Eastern District  
Executive Director-AFSCME District Council 71